



**COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES**

**PROGRAM YEAR 2013 SUMMER YOUTH WORK EXPERIENCE PROGRAM (SYWEP)
WORK ORDER**

EXHIBIT B: STATEMENT OF WORK

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2013 SUMMER YOUTH WORK EXPERIENCE PROGRAM WORK ORDER

EXHIBIT B: STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 On March 20, 2013 the Chief Executive Office (CEO) approved funding for Program Year 2013 Summer Youth Work Experience Program (SYWEP) to provide paid work experience to Disconnected Youth which may include but are not limited to: California Work Opportunities and Responsible to Kids (CalWORKs), Foster, Probation, Homeless, General Relief and low income Youth.
- 1.2 This Statement of Work (SOW) defines the minimum required tasks for the provision of service to youth enrolled in the SYWEP program under the 2013 Summer Youth Work Experience Work Order. Successful Bidder(s) is obligated to provide the services described herein. County will establish a cost-reimbursement agreement with Successful Bidder(s) for services provided.
- 1.3 Successful Bidder(s) shall provide eligible Youth with subsidized employment for an average of 100 hours beginning July 1, 2013, and for the duration of the Work Order, including any extension period. Youth will be paid minimum wage (presently \$8.00) in accordance with the California Labor Code 1182.12, Section 2. Employment opportunities shall be provided in partnership with the Workforce Investment Boards and community agencies throughout Los Angeles County.

2.0 ELIGIBLE YOUTH

- 2.1 A minimum of 71 Youth shall be placed in paid work experience. In order to be eligible for the services outlined herein, Youth must be a:
 - 2.1.1 Los Angeles County resident between the ages of 14-21
 - 2.1.2 Citizen of the United States or an eligible non-citizen as determined by Right-to-Work requirements including the completion of Immigration and Naturalization Services (INS) Form I-9 (<http://www.uscis.gov/files/form/i-9.pdf>); and
 - 2.1.3 Resident of an area served by the Los Angeles County Local Workforce Investment Area (LWIA).
- 2.2 CalWORKs Youth- Successful Bidder(s) shall ensure that a minimum of 43 enrollments of Youth that meet the criteria in 2.1 must also be Youth residing in a CalWORKs household, as described in Section 5.0 of the Work Order.

3.0 WORK ORDER TERM

- 3.1 The term of the Summer Youth Work Experience Program shall commence on July 1, 2013, and shall continue through October 31, 2013, unless terminated earlier or extended, in whole or in part in County's sole discretion, as provided in this Work Order. Successful Bidder(s) shall only conduct closeout activities during the final month of the Work Order (October 2013); all services to Youth shall end on September 30, 2013.

4.0 SERVICE AREAS TO BE SERVED

- 4.1 Exhibit A, PY 2013 Summer Youth Work Experience Program Service Areas, reflects the cities/areas of highest need within each Supervisorial District where SYWEP services shall be focused.
- 4.2 Successful Bidder(s) shall provide services to all Youth regardless of area, or Supervisorial District, in which Youth resides.

5.0 SPECIFIC TASKS

5.1 CALWORKS REFERRALS

- 5.1.1 Successful Bidder(s) shall use Youth information from the Los Angeles County Department of Public and Social Services (DPSS) CalWORKs Oracle database to identify Youth to do outreach and eligibility as described in Section 5.1.2.1 through Section 5.1.2.5, below.
- 5.1.2 Walk-Ins: Successful Bidder(s) shall initially ask any walk-in Youth to self-identify which of the eligible populations they qualify under. If they self-identify as CalWORKs eligible, the following process shall be applied:
 - 5.1.2.1 Successful Bidder(s) will first attempt to verify if the Youth is on the eligible database or monthly newly eligible list.
 - 5.1.2.2 Youth not found in the eligible lists identified in 5.1.2.1 are to be verified by designated DPSS staff to establish their eligibility.
 - 5.1.2.3 Successful Bidder(s) shall obtain as much case information as possible from the Youth or parent/guardian to complete the Confidential Verification Sheet for SYWEP. NOTE: a model Confidential Verification Sheet will be provided by County upon Work Order execution.

Information needed to complete the Confidential Verification Sheet shall include:

 - a. Youth's name
 - b. Last four digits of Youth's Social Security Number
 - c. Case Number and Name (usually in mother's name)
 - d. Address
 - e. Youth's Birth Date
 - 5.1.2.4 DPSS' designated Customer Service Liaison will review the information provided and determine whether the individual is eligible. After the request is received, the Customer Service Liaison will complete the bottom portion of the Eligibility Verification Request and return it to the parent/guardian and instruct the parent/guardian that he/she or the Youth may return the form back to Successful Bidder. Successful Bidder(s) is to maintain the form and all attachments in the Youth's case file.

- 5.1.2.5 Once eligibility is verified, the Youth will be contacted by the Successful Bidder(s) to enroll in the SYWEP. If Youth is determined not eligible to participate in the program, the Successful Bidder Successful Bidder(s) will notify the Youth and will drop the Youth from the enrollment process.

5.2 NON-CALWORKS REFERRALS

- 5.2.1 Successful Bidder(s) must recruit and refer Youth in coordination with the appropriate County departments to target Disconnected Youth. Successful Bidder(s) is allowed to utilize reverse referral where eligible Youth can come to the Successful Bidder(s) for service without referral from any Los Angeles County departments.

5.3 WORK READINESS ASSESSMENT:

5.3.1 PRE-EMPLOYMENT TEST

- 5.3.1.1 Successful Bidder(s) shall ensure that all Youth are pre-tested and assessed for work readiness skills utilizing County approved SYWEP Pre-Test form, which will be provided at Work Order execution.

- 5.3.1.1.1. Youth must receive a passing score on 8 of 10 indicators on the Pre-test. The Pre-test must assess for basic employability strengths, such as, following instructions, completing tasks accurately, demonstrating "Learner's Attitude", accepting constructive criticism, punctuality, consistency, presenting self appropriately, drug/alcohol free behavior, and having a positive attitude to meet Work Readiness requirements.

5.3.2 POST-EMPLOYMENT TEST

- 5.3.2.1 Successful Bidder(s) shall ensure that for those Youth who complete 100 hours of paid work experience, a post-employment test to assess work readiness and assist participants in identifying strengths, transferable skills, interests, work values, and priorities, is provided utilizing County approved SYWEP Post-Test form. The form shall be distributed at Work Order execution.
- 5.3.2.2 The Post-test shall be completed by the Worksite Supervisor who directly supervises the Youth on the job at the time he/she completes the work experience.
- 5.3.2.3 Youth must receive a passing score on 8 of 10 indicators on the Post-test. The Post-test must assess for basic employability strengths, such as, following instructions, completing tasks accurately, demonstrating "Learner's

Attitude”, accepting constructive criticism, punctuality, consistency, presenting self appropriately, drug/alcohol free behavior, and having a positive attitude to meet Work Readiness requirements.

5.3.4 PERSONAL GROWTH TRAINING

5.3.4.1 Successful Bidder(s) shall provide Personal Growth Training to eligible Youth which includes essential skills to boost and develop an understanding of workplace competencies needed to succeed in the modern workplace.

5.3.5 Successful Bidder(s) shall ensure that the following documents are obtained (if applicable) from Youth participating in SYWEP:

5.3.5.1 Employment Eligibility Verification (Form I-9)

5.3.5.1.1 Successful Bidder(s) shall obtain Form I-9 for all Youth to verify the identity and work authorization in the United States prior to beginning of a Work Experience. The form shall be obtained from <http://www.uscis.gov/files/form/i-9.pdf>.

5.3.5.2 Work Permit

5.3.5.2.1 Successful Bidder(s) shall ensure all Youth ages 14 to 17 provide work permit prior to beginning of a Work Experience.

5.4 PAID WORK EXPERIENCE:

5.4.1 Successful Bidder(s) shall provide Youth with an average of 100 hours of paid work experience, over the term of the Work Order, at the minimum wage rate, presently \$8.00 an hour as indicated at http://www.dir.ca.gov/dlse/faq_minimumwage.htm.

5.4.2 Successful Bidder(s) shall offer Youth paid work experience incorporating Secretary’s Commission on Achieving Necessary Skills (SCANS), which will be distributed at Work Order execution. Successful Bidder(s) shall offer work activities that will achieve the following goals:

5.4.2.1 Build and refine a strong work foundation and employment competencies inclusive of necessary life skills, such as communication, time and money management as well as social interaction skills;

5.4.2.2 Experience the discipline of work, for example: following instructions, completing tasks accurately, punctuality, and presenting self appropriately; and

5.4.2.3 Gain an appreciation of the connection between work and learning critical to long-term employability and success in a rapidly changing labor force.

6.0 PAYMENTS TO PARTICIPANTS

- 6.1 Successful Bidder(s) shall provide detailed payment documentation, such as a timecard with documentation of actual hours worked, prior to paying a Youth.
- 6.2 Successful Bidder(s) shall allow payment for Youth on time spent on activities included but not limited to the following: Personal Growth training, as described in Section 5.3.4, geared towards building capacity in areas relevant to work experience and career growth (i.e., opening a bank account, time management, etc.). Time spent in orientation and/or assessments will not be paid. Activities other than those listed such as, but limited to, field trips, etc., must receive prior approval from County.
- 6.3 Successful Bidder(s) shall ensure that all payments will be made on no less than a monthly basis and in accordance with Successful Bidder's payroll policies for Successful Bidder's employees.
- 6.4 Successful Bidder(s) shall maintain all records consistent with Master Agreement, Paragraph 8.37, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County, or their designee.

7.0 WORKSITES

- 7.1 Successful Bidder(s) shall develop work experience opportunities at a variety of approved work locations (Worksites) including, but not limited to:
 - Public agencies (e.g. county, city, state and federal agencies)
 - Non-profit agencies (e.g. 501[c][3] public benefit corporations)
 - Private for-profit businesses.
- 7.2 Successful Bidder(s) are prohibited from using the following as Worksites in accordance to federal and state policies and regulations: casinos or other gambling establishments, aquariums, zoos, golf courses or swimming pools as referenced in the Training and Employment Guidance Letter (TEGL) No.14-08 released on March 18, 2009, (<http://wdr.doleta.gov/directives/attach/TEGL/TEGL14-08.pdf>).
- 7.3 Successful Bidder(s) shall ensure that all supervisors of any Youth are provided with an orientation concerning the objectives, Worksite regulations, and policies and procedures of SYWEP through appropriate documentation.
- 7.4 Successful Bidder(s) shall ensure that Payroll and Worker's Compensation Costs are administered through Successful Bidder's payroll service.
- 7.5 Successful Bidder(s) shall execute agreements with Worksites detailing the operational specifics, minimum requirements, and the program procedures for the Worksite Supervisor. County shall provide Worksite Supervisors Manual/handbook which will be included in the Technical Assistance Guide.
- 7.6 The Worksite agreement shall be signed by both Successful Bidder(s) and Worksite Supervisor and maintained on file by Successful Bidder(s) with a copy at the worksite.

7.7 Successful Bidder(s) will assume all responsibilities associated with being the Employer-of-Record on behalf of County including, but not limited to the following:

- **Placement:** Work with existing Worksites for Youth to complete the required program hours.
- **Wages & hours:** Successful Bidder(s) will comply with federal and state overtime and minimum wage requirements. Additionally, Successful Bidder(s) will be responsible for processing payroll and reviewing timecards as required under this Work Order.
- **Employee benefits:** Successful Bidder(s) will cover all expenses associated with income tax and worker's compensation on behalf of SYWEP participants in accordance with County requirements as specified under this Work Order.
- **Workplace health and safety:** Successful Bidder(s) will comply with OSHA requirements, and will implement policies regarding smoking, drugs and alcohol abuse. Successful Bidder(s) shall also ensure Worksite is safe for Youth in accordance with existing California Labor and Health and Safety laws and regulations.
- **Discrimination:** Successful Bidder(s) will prevent sexual harassment and discrimination based on age, race, pregnancy, sexual orientation and national origin.

Termination: Successful Bidder(s) will have a process in place to terminate Youth who either violate the Worksite rules or fail to comply with SYWEP rules and policies.

8.0 SUCCESSFUL BIDDER'S STAFF

8.1 GENERAL REQUIREMENTS- Successful Bidder(s) shall have qualified staff to deliver the Service(s) adequately with the appropriate education, experience, and qualifications to carry out the requirements of the Summer Youth Work Experience Program. The total number of staff shall be based on the method and level of services provided. All staff qualifications are subject to an annual review by the Los Angeles County Auditor-Controller.

8.1.1 Successful Bidder(s) shall operate continuously throughout the entire term of this Work Order with at least the minimum staff set forth herein, as well as any other applicable staffing requirements established by County for the Successful Bidder(s) necessary to provide Services hereunder. Such personnel shall meet all qualifications in this Work Order, as well as those provided by the County through Work Order Amendments, Administrative Directives and Program Policy Memorandums.

8.1.2 Successful Bidder(s) shall ensure that Successful Bidder(s) staff is available to all Youth (i.e., County, DPSS, Auditor Controller, etc.), referral sources, as well as to County, on a minimum five-day-a-week (Monday through Friday) basis (not including County recognized holidays). Successful Bidder(s)' office shall be open a minimum of eight (8) hours per day between the hours of 8:00 a.m. to 5:00 p.m. The Successful Bidder(s) shall also ensure that live telephone contact with Successful Bidder(s) staff is available to Clients, potential Clients, as well as the County, during the Successful Bidder(s) hours of operation.

Successful Bidder(s) shall also ensure that each Successful Bidder(s) site has a telephone answering machine or voice mail system in place during off-business hours. Successful Bidder(s)' staff shall check and respond to all messages in a timely manner.

8.1.3 Successful Bidder(s) shall always have an employee with the authority to act on behalf of Successful Bidder(s) available during work hours.

8.1.4 Successful Bidder(s) shall have discretion in determining appropriate staffing levels (with the exception of the Accountant as detailed in *Section 4.2*) to provide required tasks and work outlined in this SOW.

8.2 ACCOUNTING STAFF- Successful Bidder(s) staff shall include at a minimum one part time accounting staff.

8.2.1 Responsibilities: The Accounting Staff will be responsible for all fiscal matters related to the Program.

8.2.2 Minimum Education, Experience and Qualifications:

8.2.2.1 Ability to speak/read/understand English fluently;

8.2.2.2 Bachelor's degree from an accredited university in Accounting or Business Finance; **-AND-**

8.2.2.3 one year of accounting experience at a level distinguished by the responsibility for performing the fiscal functions relating to Federal grants management.

8.2.2.4 Ability and experience in reporting accruals;

8.2.2.5 Ability and experience in the development of cost allocation plans;

8.2.2.6 Ability and experience interpreting the following, but not limited to: Office of Management and Budget regulations (OMBs), Generally Accepted Accounting Principles (GAAP), Code of Federal Regulations (CFRs), and Generally Accepted Government Auditing Standards (GAGAS);

8.2.2.7 Ability and experience interpreting County fiscal policies, local Workforce Investment Board (LACWIB) policies and Directives, and Workforce Investment Act (WIA) regulations.

8.3 MULTILINGUAL CAPABILITIES OF SUCCESSFUL BIDDER'S STAFF

8.3.1 Successful Bidder(s) must seek to provide services in the primary/native language of the Summer Work Experience Program Youths with limited or no English speaking capabilities, to better serve the communities served by Successful Bidder(s). Successful Bidder(s) shall make efforts to employ employees and recruit volunteers who are bilingual or who are fluent in the dominant languages of the community. Successful Bidder(s) shall not require any SYWEP participants to provide his/her own interpreter.

8.3.2 Successful Bidder(s) must be committed and sensitive to the delivery of services that are culturally and linguistically appropriate. To that end, Successful Bidder(s) must seek to hire qualified staff that is multilingual

and/or multicultural in order to better reflect the communities served by Successful Bidder(s). In addition, Successful Bidder(s) and its employees, including volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Successful Bidder(s) must also develop effective linkages with various ethnic, health and social service agencies for the benefit of SYWEP clients to reflect the ethnic and cultural needs of the community being served.

8.4 USE OF VOLUNTEER SERVICES

8.4.1 Volunteers may be recruited, trained and used by Successful Bidder(s) to expand the provision of Summer Youth Work Experience Program services. Volunteers must be appropriately qualified for the responsibilities Successful Bidder(s) intends to assign them to prior to beginning those responsibilities. Volunteers shall be solely the responsibility of the Successful Bidder(s), and shall report to the Operations Manager, or equivalent position, or another employee of Successful Bidder(s) as designated by the Operations Manager. If possible, Successful Bidder(s) shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or Youths (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in a community service setting.

9.0 PERFORMANCE MEASURES AND STANDARD GOALS

- 9.1 Successful Bidder(s) shall ensure that 100% of Youth enrolled in the SYWEP are placed in paid work experience.
- 9.2 Successful Bidder(s) shall ensure that a minimum of 80% of the total number of Youth exited from the SYWEP meet the Work Readiness outcome as specified by County.

10.0 REPORTING REQUIREMENTS

- 10.1 Successful Bidder(s) shall utilize the County Summer Youth Work Experience Program Web-Based Application system for tracking Youth, enrollments, and all other data requirements specific to SYWEP. Successful Bidder(s) shall complete and return to County-assigned Work Order Analyst, the County of Los Angeles Agreement for Acceptable Use of County's Information Technology Assets, Computers, Networks, System and Data Form, as well as the Successful Bidder(s) Employee Acknowledgement and Confidentiality Agreement form prior to beginning work on this Work Order. Forms will be distributed to Successful Bidder(s) at time of Work Order Execution.
- 10.2 Successful Bidder(s) must ensure that all Youth information is entered within 5 business days of the point of participant entry and maintained accordingly. County will utilize this system to automatically create and maintain reports.
- 10.3 Successful Bidder(s) shall maintain all records consistent with Master Agreement, Paragraph 8.37, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County, or their designee.

11.0 QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM

- 11.1 Successful Bidder(s) shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of this Work Order and the terms of the Master Agreement are met. A copy must be provided to the County's Contracts Management Manager (CMM) on the Work Order start date and as changes occur. The original QAP and any revisions thereto, shall include, but not be limited to, the following:
 - 11.1.1 Methods used to ensure that the quality of service performed fully meet the performance requirements set forth in this Exhibit A, Statement of Work. Successful Bidder(s) shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable including a reporting protocol notifying the CMM of any identified performance requirement issues within 24 hours of discovery.
 - 11.1.2 Methods for ensuring uninterrupted service to County in the event of a strike by Successful Bidder(s)'s employees or any other potential disruption in service.
- 11.2 If Successful Bidder(s) performance requirements are not met, the CMM may, in addition to all other remedies available under this Work Order, telephone Successful Bidder(s) to alert Successful Bidder(s) of a deficiency; send Successful Bidder(s) a User Complaint Report (UCR), or both. Successful Bidder(s) shall respond to a telephone deficiency complaint within one (1) hour and respond to a UCR within twenty-four (24) hours of receipt.
- 11.3 Successful Bidder(s) shall not utilize any employee or Sub-contractors whose work has been deemed deficient and unacceptable by the CMM.
- 11.4 Successful Bidder(s) shall report any staff changes including separations and new hires to the CMM within 3 business days of the occurrence. In addition, for new hires, Successful Bidder(s) shall include a current resume as part of the notification to County.

12.0 QUALITY CONTROL PLAN

- 12.1 Successful Bidder(s) shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of service throughout the term of this Work Order. The QCP shall be retained on file at Successful Bidder(s)'s main administrative office, and shall be provided to County immediately upon request. The QCP shall include, but not be limited to, the following:
 - 12.1.1 The method of monitoring Successful Bidder(s) is using to ensure that this Work Order's requirements are being met.
 - 12.1.2 Quality monitoring methods and activities to be implemented to assure the stated measureable performance outcomes and specified Work Order requirements are met, including qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents.
 - 12.1.3 Methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional

staff are properly assured, supervised, and maintained during the life of the Work Order.

12.1.4 Methods for identifying, preventing and correcting barriers/deficiencies/problems related to the quality of services provided before the level of performance becomes unacceptable, including quality improvement strategies and interventions.

12.1.5 A record of all inspections conducted by Successful Bidder(s) any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. Successful Bidder(s) shall maintain all records consistent with Master Agreement, Paragraph 8.37, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County, or their designee.

13.0 SUBCONTRACTING

13.1 The requirements of this Work Order may not be subcontracted by Successful Bidder(s) without the advance written approval of County. Any attempt by Successful Bidder(s) to subcontract without the prior written consent of County may be deemed a material breach of the Youth Services Master Agreement. Any subcontractors which may be approved shall be limited to those with their principle place of business located in Southern California.

13.2 If Successful Bidder(s) seeks to use a subcontractor(s), Successful bidder shall procure and ensure the timely execution of subcontractor agreements that meet federal, State and County procurement requirements. It is expected that subcontracts, if any, will be executed within 30 days of Work Order execution with County. County reserves the right to review and approve subcontracts prior to execution.

14.0 FISCAL REQUIREMENTS

14.1 Leveraging

14.1.1 Successful Bidder(s) shall have the option to leverage in order to increase the amount of services provided to Youth and broaden the impact of the program itself pursuant to EDD Directive Number, WSD12-3 <http://www.edd.ca.gov/Jobs> and Training/pubs/wsd12-3.pdf.

14.2 Successful Bidder's Indirect Costs

14.2.1 Indirect Costs: Costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of Indirect Costs include, but are not limited to: salaries, employee benefits, supplies and other costs related to general administration of the organization and salaries and expenses of executive officers, personnel administration and accounting.

14.2.2 If Successful Bidder(s) requests payment for Indirect Costs, Successful Bidder(s) shall retain on file an approved Indirect Cost Rate of a Cost Allocation Plan, as defined in *Section 16.3* below, documenting the methodology used to determine Indirect Costs. Such records shall be maintained in accordance with record retention policies outlined in Master

Agreement, Paragraph 8.37, Record Retention and Inspection/Audit Settlement.

14.3 Program Income Statement Report

14.3.1 Program Income: Master Agreement Exhibit J, Definitions includes, but is not limited to:

14.3.1.1 Income received by Successful Bidder(s) or sub-contractor directly generated by a grant support activity, or earned only as a result of the grant agreement during the grant period (*WSD12-3*);

14.3.1.2 Income from usage or rental fees of real or personal property acquired with Work Order Funds;

14.3.1.3 Interest income earned on funds received under WIA is included.

14.3.2 Successful Bidder(s) shall adhere to the Program Income requirements outlined in the applicable OMB Circulars and CFR that pertain to Successful Bidder(s)' organization (i.e., OMB Circular A-102, OMB Circular A-110 (2 CFR Part 215), Title 29 CFR Part 95, or Title 29 CFR Part 97).

14.3.2.1 The use of Program Income requires prior written approval from County's Contract Manager.

14.3.2.2 Successful Bidder(s) shall prepare an annual Program Income Statement Report ("Report") on Work Order revenues versus expenditures, to identify the amount of Program Income. The Report shall be amended by Successful Bidder(s) if adjustments are required due to any new information received after the filing of the Report.

14.3.2.3 The Report shall be submitted along with the Closeout Report in the form, manner and timeline as designated by County.

14.4 Plan for Disposition of Program Income

14.4.1 If Successful Bidder(s) Program Income Statement Report identifies Program Income, Successful Bidder(s) shall prepare and submit a Plan for Disposition of Program Income ("Plan"). The Plan shall be completed and submitted in the form and manner as designated by County within thirty (30) days after the Program Income Statement Report is due, as specified in 14.3.

14.4.1.1 The Plan shall be reviewed by County for final approval. The Plan shall be amended by Successful Bidder(s) as soon as possible if the Program Income Statement Report is amended.

14.4.1.2 Program Income shall be spent on line items identified by Successful Bidder(s) in the Plan (upon County's approval of the Plan).

14.4.2 Final Report on Disposition of Program Income

- 14.4.2.1 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, Successful Bidder(s) must submit a Final Report on Disposition of Program Income ("Final Report") to County in the form and manner designated by County.
- 14.4.2.2 If the Final Report is not submitted on the scheduled date, County, in its sole discretion, shall extend the completion date, renegotiate the Plan for Disposition of Program Income, recapture the balance of the unexpended Program Income, or pursue any other remedies available to County under this Work Order.

14.5 Program Refunds and Rebates

14.5.1 Successful Bidder(s) shall abide by the following:

14.5.2 Any refunds or rebates to this program made during the period of performance of this contract shall abate expenditures and not be retained by Successful Bidder(s) for other purposes.

14.5.2.1 Examples of refunds and rebates include but are not limited to:

- 1) Refunds for workers compensation payments,
- 2) Vendor rebates, and
- 3) Receipts from sale of property for which the County does not hold title.

14.5.3 Any refunds or rebates related to this program made after submission of the final report must be remitted to the County.

Checks should be sent to:

Community and Senior Services-Financial Management Division
Fiscal Manager II
3175 West 6th Street
Los Angeles, CA, 90020

14.6 Successful Bidder(s) shall not have any outstanding overpayments, audit and/or monitoring findings, including single audit reports, or questioned costs with County prior to execution of this Work Order. Resolving findings means County has accepted the Successful Bidder(s)'s corrective action plan, single audit report, and/or the Successful Bidder(s) has reimbursed County for questioned costs. Failure to comply with this provision will be grounds for not executing a Work Order.

14.7 Successful Bidder(s) who at any time during the term of this Work Order are found to be in the County's Contractor Alert Reporting Database (CARD) will be reviewed to determine if the reported incident should impact funding award or future funding, and/or negatively reflects on the Successful Bidder(s) standing as a responsible vendor.

15.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

15.1 Successful Bidder(s) shall report all expenditures on an accrual basis and must complete and submit the Detailed Expenditure Report (DER), on a monthly basis, which will be provided by County and which includes actual and accrued

expenditures by budget category The DER is due by the 10th of each month to County.

15.2 Closeout Reports

15.2.1 Successful Bidder(s) shall prepare and submit a Closeout Report in the form and manner designated by County. The Closeout Report shall include the minimum expenses and accruals as required in State Directive WSD 12-3 Quarterly and Monthly Financial Reporting Requirement, through the last day of the Fiscal Year.

15.2.2 Successful Bidder(s) shall maintain all records and reports, consistent with Master Agreement, Paragraph 8.3 Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County, or their designee.

15.2.3 All information, records, data elements, and print-outs collected and maintained for the operation of the Program (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Work Order Paragraph 7.5 (Confidentiality); California Welfare and Institutions Code Section 10850; 45 CFR Section 205.50; California Information Practices Act of 1977; and all other applicable laws and regulations and amendments thereto.

16.0 MANAGEMENT INFORMATION SYSTEMS

16.1 Successful Bidder(s) shall track the progress of Youth by properly recording all Youth data in the County authorized and approved Management Information System(s) (MIS). Currently the County utilizes a web based application system. Successful Bidder(s) is also required to have an internet compatible computer system-internet gateway, and to ensure equipment is in working condition in order to operate the system. Successful Bidder(s) shall be responsible for its own data and service delivery input into the statewide automated case management system.

16.1.1 MIS Personnel: Successful Bidder(s) shall assign a primary MIS contact for Youth data issues and problems. A back-up employee must be designated to act on behalf of the primary MIS contact person in the event of his or her absence.

16.1.2 Successful Bidder(s) shall inform the County of the name of the Successful Bidder(s)'s primary MIS person contact and back-up within two (2) weeks of any reassignment or substitution.

16.1.3 Successful Bidder(s) shall ensure that data collection related to case management activities and the tracking and recording of SYWEP performance is captured in the authorized management system and in accordance with appropriate federal, State, LACWIB and County regulations, policies and protocols.

16.1.4 Successful Bidder(s) shall ensure that all MIS staff are properly trained to operate the MIS system and attend all MIS training courses provided by the County and that MIS operations are in compliance with all applicable regulations.

16.1.5 Successful Bidder(s) shall utilize the County's proprietary web-based application for all facets of the Summer Youth Work Experience Program including but not limited to: reporting, tracking, and performance requirements.

16.1.6 County shall provide training on the web-based application to Successful Bidder(s) and designated staff as needed to ensure system compliance and data integrity.

17.0 TRAINING

- 17.1 Successful Bidder(s) is responsible for ensuring its staff, including employees, both existing and new, are properly trained in all areas related to providing Services for the SYWEP. Staff must be qualified, sufficient in number to deliver the Service(s) adequately, and capable of establishing effective communication with the Youths as well as network with other Successful Bidders.
- 17.2 Successful Bidder's Executive Director shall ensure that all appropriate Successful Bidder(s) employees attend all training sessions as required by County, held at a County facility or another site, as determined by County for Successful Bidder's benefit. Further, Successful Bidder(s) shall ensure that, at a minimum, a Successful Bidder's designated, paid employee represents Successful Bidder(s) at each training session. Successful Bidder(s) may also attend training opportunities outside of Los Angeles County at Successful Bidder's own expense that Successful Bidder(s) reasonably deems to be beneficial for the delivery of SYWEP. Failure to attend mandated trainings shall be considered non-compliance with this Work Order, and may result in further action pursuant to Master Agreement Paragraph 9.12 (Probation and Suspension), and any other applicable Work Order provisions.
- 17.3 Successful Bidder(s) or authorized designee shall attend all mandated trainings called by County. Successful Bidder(s) shall be given advance notice of all scheduled trainings with County. Failure to attend mandated trainings shall be considered non-compliant with this Work Order, and may result in further action pursuant to Master Agreement Paragraph 9.12 (Probation and Suspension), and any other applicable Work Order provisions.
- 17.4 Successful Bidder(s) staff is also required to regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County and held at a County facility or another site, as determined by County.
- 17.5 Successful Bidder(s) staff shall attend the mandatory County provided Civil Rights training as directed by the County and in accordance to applicable Memorandum of Understanding between the County and DPSS, and applicable rules and regulations. Please reference Section 26.0 of this SOW.

18.0 MEETINGS

- 18.1 Successful Bidder(s) or authorized designee shall attend all mandated meetings called by County. Successful Bidder(s) shall be given 3-5 days advance notice of all scheduled meetings with County. Failure to attend mandated meetings shall be considered non-compliance with this Master Agreement and may result in further action pursuant to Master Agreement Paragraph 9.11 (Probation and Suspension), and any other applicable Work Order provisions.

18.1.1 Examples of required meetings include but are not limited to:

- 1) Appropriate LACWIB meetings (i.e., Performance & Quality Assurance)
- 2) Performance Stats Meeting
- 3) Program specific launch meetings

18.2 Successful Bidder(s) staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County and held at a County facility or another site, as determined by County. Successful Bidder(s) may also choose to attend educational or training opportunities outside of Los Angeles County at Successful Bidder's own expense that Successful Bidder(s) reasonably deems to be beneficial for the delivery of Client Services, as well as other meetings designated by County.

19.0 UNUSUAL OCCURRENCES/CRIME

19.1 Unusual Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes, or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Summer Youth Work Experience clients, personnel or visitors shall be reported by the Successful Bidder(s) within twenty-four (24) hours to the local health officer by telephone and confirmed in writing, and also to County by telephone and also in writing or email.

19.2 Crime related occurrences, such as theft or vandalism, must be reported by Successful Bidder(s) within twenty-four (24) hours to the local police or sheriff department by telephone and confirmed by filing a police report, and also to County by telephone and confirmed by providing a copy of a filed police report. Successful Bidder(s) shall prepare and retain an incident report on file, and shall include a copy of the filed police report on file. Successful Bidder(s) shall maintain all such police reports in a manner consistent with Master Agreement Paragraph 8.38 (Record Retention and Inspection/Audit Settlement. Successful Bidder(s) shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

20.0 EMERGENCY AND DISASTER PREPAREDNESS

20.1 Notwithstanding Successful Bidder(s) and County's contractual objective to provide Services to eligible Youth, Successful Bidder(s) shall make Services available to any Youth impacted by a nationally- or state-declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Successful Bidder(s) for funds expended.

20.1.1 Successful Bidder(s) must have a written emergency plan on file describing how Services will be maintained in the event of a disaster or emergency.

20.2 Successful Bidder(s) shall develop and have on file a written Business Continuity Plan (BCP) that describes how Successful Bidder(s) will reduce the adverse impact of any emergency event, as referenced in 8.1, to Summer Youth Work

Experience as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Successful Bidder(s) shall make the BCP available to its employees, volunteers, and Sub-Successful Bidders, for reference before, during, and after such emergency event disruptions.

21.0 LICENSES AND CERTIFICATIONS

- 21.1 Successful Bidder(s) shall obtain and maintain, during the term of this Work Order, for Successful Bidder(s) and all staff, all appropriate licenses, permits and certificates required by all applicable County, State of California and/or federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder such as Business Licenses, Fire Department Inspection Reports, Certificates of Insurance as indicated in Master Agreement Paragraph 8.24 (General Provisions of All Insurance Coverage) and Paragraph 8.25 (Insurance Coverage).
- 21.2 Prior to the execution of this Work Order , and in cases of new staff or staff with updated licenses, permits or certifications, Successful Bidder(s) shall provide copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update.

Copies shall be sent to County's Contract Manager listed in Master Agreement Exhibit E (County's Administration) of the Work Order.

22.0 LOCATION OF SERVICE AND HOURS OF OPERATION

- 22.1 Successful Bidder(s) shall maintain an office in Los Angeles County.
- 22.2 Successful Bidders(s)'Successful Bidder(s) office shall be open a minimum eight (8) hours per day between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding County observed holidays.
- 22.3 Successful Bidder(s) shall publicly display at all Successful Bidder(s) office locations/sites the days and hours of operation for the provision of contracted Services. Successful Bidder(s) shall ensure that availability for Summer Youth Work Experience Program Services is appropriate for the demographics associated with the service area (site location).
- 22.4 Successful Bidder(s) shall inform County in writing and receive a written County approval at least sixty (60) days prior to relocation of Successful Bidders(s)'Successful Bidder(s) office or site location(s).
- 22.5 Successful Bidder(s) shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Successful Bidder(s) shall comply with the Americans with Disabilities Act of 1990, as amended.
- 22.6 Prior to modifying or terminating Services, or revising hours of service delivery at a previously designated location(s), and before commencing such services at any other location, Successful Bidder(s) shall obtain written consent of the

County, and shall comply with Master Agreement Paragraph 9.8 (Modifications), as applicable.

23.0 GREEN INITIATIVES

- 23.1 Successful Bidder(s) shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 23.2 Successful Bidder(s) shall notify County’s Contract Manager of Successful Bidder(s) green initiatives prior to commencement of this Work Order..

24.0 WORK ORDER DOCUMENT DELIVERABLES

- 24.1 Successful Bidder(s) shall also complete and submit to the County certain other deliverable documents as specified herein. Prior to the commencement of this Work Order and annually thereafter (or as otherwise established by County), Successful Bidder(s) shall submit the following deliverables in the form and manner that is prescribed by County: Contract Compliance Documents, Business Forms, Reporting Documents, and other documents requested from time to time by County or its designee(s):
 - 24.1.1 Contract Compliance Documents (as described in Sub-paragraph 24.3)
 - 24.1.2 Business Forms (as described in Sub-paragraph 12.4)
 - 24.1.3 Reporting Documents (as described in Sub-paragraph 12.5)
 - 24.1.4 Other Documents: During the term of this Work Order, the County or its designee(s) may request from time to time additional documents from Successful Bidder, and Successful Bidder(s) shall adhere to County's request for such documents.
- 24.2 Successful Bidder's failure to timely submit documents required or requested by County may result in suspension of payments or other remedies as determined by County.
- 24.3 Contract Compliance Documents: Successful Bidder(s) shall provide to County's Contract Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents prior to the commencement of the Work Order, and thereafter when requested by County:
 - 24.3.1 Certificate of Insurance: Successful Bidder(s) shall provide such Certificate pursuant to the requirements outlined in Master Agreement Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage).
 - 24.3.2 Business License: Successful Bidder(s) shall provide a current copy of its Business License as issued by its state's Secretary of State on an annual basis.
 - 24.3.3 Fire Department Inspection Report: For each service site that clients will visit, Successful Bidder(s) shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by the Successful Bidder's local fire department and Successful Bidder(s) shall obtain a written Report of the inspection which shall be provided to County. In the event that violations are noted on the Report, Successful Bidder(s) shall ensure that it complies with all corrective measures as directed by the fire department. Successful

Bidder(s) shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department.

- 24.4 Business Forms: Successful Bidder(s) shall provide to County's Contract Manager, by the deadline imposed by County, the following Business Forms prior to the commencement of the Work Order, and thereafter when requested by County:

24.4.1 Board of Directors' Resolution: The Resolution provides written evidence to support the delegated authority that Successful Bidder's organization has vested in its Authorized Representative, who will act on behalf of the Successful Bidder(s) pursuant to Master Agreement Paragraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements:

24.4.1.1 If Successful Bidder(s) is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or an agency of the United States, a State, or a political subdivision of a State; or any interstate governmental agency), Successful Bidder(s) shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g., Board of Supervisors) to County. If Successful Bidder(s) is a private nonprofit entity, Successful Bidder(s) shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.

24.4.1.2 Successful Bidder's resolution, order, motion or other authorization shall contain the following elements: reference this Work Order number; authorize execution of this Work Order; identify Authorized Representative who will execute the original Work Order and any subsequent amendments to this Work Order; and, approve and accept contract funds. In the event that there is a change in Successful Bidder(s)'s Authorized Representative, Successful Bidder(s) shall notify County within five (5) days of the change pursuant to Master Agreement Paragraph 8.34 (Notices), and shall provide a revised resolution, order, motion or other authorization which reflects the new Authorized Representative.

24.4.2 Articles of Incorporation: These documents shall reflect Successful Bidder's legal name; and, County shall use these as verification of Successful Bidder's name. In the event there are any amendments, Successful Bidder(s) shall so notify County within five (5) days of said amendment being enacted.

24.4.3 By-Laws: The internal rules which govern Successful Bidder's organization and are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. Successful Bidder(s) shall notify County in writing within five (5) days of the enactment of any amendments to its By-Laws.

24.4.4 Tax Exempt Status Letter: Written documentation that is obtained from the Internal Revenue Service, evidencing Successful Bidder's tax exempt status. Successful Bidder(s) shall notify County in writing within five (5) days of any change in its tax exempt status.

- 24.4.5 Organization Chart: Diagram of the Successful Bidder's structure which outlines the hierarchy, relationships and relative ranks of its parts and positions/jobs. Successful Bidder(s) shall notify County in writing within five (5) days of any change in its organization chart.
- 24.4.6 Subcontract(s): Third-party agreement as defined in Master Agreement Paragraph 8.40 (Subcontracting). Successful Bidder(s) shall notify County in writing within five (5) days of the enactment of any amendments to its subcontracts.
- 24.4.7 Complaints: Successful Bidder(s) shall provide its policy and procedures for receiving investigating and responding to Youth complaints pursuant to the requirements outlined in Master Agreement Paragraph 8.5 (Complaints).
- 24.5 Successful Bidder(s) shall provide to County's Contract Manager, by the deadline imposed by County, the following Reporting Documents prior to the commencement of this Work Order, and thereafter when requested by County:
 - 24.5.1 Closeout Report: This Report shall adhere to the requirements outlined in Sub-paragraph 6.4 (Close-Out Reports) above.
 - 24.5.2 Program Income Statement Report: This Report shall adhere to the requirements outlined in Sub-paragraph 6.5 (Program Income Statement Report) above.
 - 24.5.3 Other Reporting Documents which County may request from time to time relating to Successful Bidder's performance, Work, Services. County shall not be unreasonable in its request.

25.0 OTHER PROVISIONS

- 25.1 Program Supervision, Monitoring and Review
 - 25.1.1 Services hereunder shall be provided by Successful Bidder(s) under the general supervision of County. County shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services and the criteria for determining the persons to be served. Successful Bidder(s) agrees to extend to County, to authorize State representatives, and to authorize federal representatives, the right to review and monitor Successful Bidder's facilities, programs, records, or procedures at the discretion of County, State and Federal representatives.
- 25.2 shall comply with all requirements set forth by the Department of Public Social Services Memorandum of Understanding with regards to this Summer Youth Work Experience Program.

26.0 CIVIL SERVICE COMPLIANCE

- 26.1 CIVIL RIGHTS LAWS
 - 26.1.1 Successful Bidder(s) will abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities

Act of 1990, WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, Successful Bidder(s) and its subcontractors will not discriminate on the basis of race, color, national origin, ethnic group identification, political affiliation, religion, marital status, domestic partnership, sex, age, sexual orientation, or disability and in compliance with all anti-discrimination laws of the United States of America and the State of California.

- 26.1.2 Successful Bidder(s) will abide by all provisions contained in the Department of Public Social Services Civil Rights Training Handbook. The Department of Public Social Services Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the federal Office of Civil Rights of the Department of Health and Human Services, incorporates the Civil Rights requirements of the Agreement along with all other mandated federal and State requirements that must be adhered to by Department of Public Social Services, its contractors, and subcontractors. They include, but are not limited to the following:
- 26.1.3 Effectively identifying participant's designated/preferred language. This can be accomplished by using Department of Public Social Services Language Designation form (PA 481) (or a similar form that Community and Senior Services already has in place and approved by Department of Public Social Services, which will be provided at time of Work Order execution.
- 26.1.4 Ensuring that notices sent to participants are in their respective designated/preferred language.
- 26.1.5 Providing and assisting participants, as needed, when completing a Complaint of Discriminatory Treatment (PA 607) form, which will be provided at time of Work Order execution, in the participant's primary language.
- 26.1.6 Maintaining a log of civil rights complaints. Successful Bidder(s) will maintain the confidentiality of the log by maintaining it in a locked drawer or cabinet.
- 26.1.7 Successful Bidder shall designate a person who will act as the Civil Rights Liaison (CRL) between the Successful Bidder and County and shall notify County the name and contact information.
- 26.1.8 Forwarding all Complaint of Discriminatory Treatment forms (PA 607s), which will be provided at time of Work Order execution to the Department of Public Social Services Administrator within two (2) business days.

Department of Public Social Services Civil Rights Section

12860 Crossroads Parkway South, City
of Industry, CA 91746
(562) 908-8501

A copy of the Complaint of Discriminatory Treatment form (PA 607) and
a copy of the Complaint Log must be submitted to:

DPSS Administrative Headquarters
Contract Management Division 12900
Crossroads Parkway South City of
Industry, CA 91746
Attention: Lynol Phillips

AND

Department of Community and Senior Services 3175 W.
6th Street, Room 304
Los Angeles, CA 90020
Attention: Greta Setian, Civil Rights Coordinator

26.1.9 Successful Bidder(s) will not attempt to investigate any civil rights
complaints filed by a Youth or by agent of a Youth. All investigations are
handled by the Department of Public Social Services Civil Rights Section
(CRS).

26.2 CONFIDENTIALITY

26.2.1 Successful Bidder(s) shall maintain the confidentiality of all records
and information relating to CalWORKs/GR participants it receives
from Department of Public Social Services. Successful Bidder(s)
agrees to adhere to the requirements of Welfare & Institutions Code
(WIC) Section 10850 et seq. and the California Department of Social
Services, Manual of Policies and Procedures, Confidentiality Fraud,
Civil Rights, and State Hearings, as well as all other applicable State
and County laws, ordinances, regulations and directives relating to
confidentiality.

26.2.1.1 Successful Bidder(s) agrees herein and any projects hereunder
that provide for the sharing of individually identified information
shall only be used for purposes directly connected to the
administration of public social services programs of Los Angeles
County pursuant to WIC Section 10850 et seq. and the
California Department of Social Services, Manual of Policies and
Procedures, Confidentiality Fraud, Civil Rights, and State
Hearings The Parties agree that the sharing of identified
information can only occur where there is a legally permissible
or required authorization or the disclosure is otherwise permitted
or required by law.

26.2.2 Successful Bidder(s) shall maintain the confidentiality of all records
obtained from Department of Public Social Services in accordance with all

other applicable federal, state or local laws, ordinances regulations, and directives, including but not limited to, WIC Sections 10850.

- 26.2.3 Successful Bidder(s) shall ensure all staff that work with participants must review and sign the Successful Bidder(s) Employee Acknowledgment and Confidentiality Agreement and maintains copies, along with the original copy on file, and ready for distribution upon request from County.
- 26.2.4 In no case shall records or information pertaining to individuals receiving aid be disclosed to any person except designated County Successful Bidder(s) employees without prior written permission of the Department of Public Social Services Director or their authorized representative. The Department of Public Social Services Director shall be advised of any request for such records or information.
- 26.2.5 Successful Bidder(s) shall ensure that all monitors, printers, hard copy printouts or any other forms of Department of Public Social Services data are maintained so that they may not be viewed by the public or other unauthorized persons.